10557

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10557

PEACEKEEPING

Multinational Force and Observers
United States Participation

Agreement Between the
UNITED STATES OF AMERICA
and the MULTINATIONAL FORCE
AND OBSERVERS

Effected by Exchange of Letters
Signed at Washington March 26, 1982

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MULTINATIONAL FORCE AND OBSERVERS

Peacekeeping: Multinational Force and Observers—United States Participation

Agreement effected by exchange of letters,
With related letters,
Signed at Washington March 26, 1982;
Entered into force March 26, 1982.

READEX FICHE

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[ADDED BY THE DEPARTMENT OF STATE]

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The Director General of the Multinational Force and Observers to the Secretary of State

Multinational Force and Observers
Post Office Box 11258
Alexandria, Virginia 22312
(703) 642-8300

March 26, 1982

The Honorable
Alexander M. Haig, Jr.
The Secretary of State
Washington, D.C. 20520

Dear Mr. Secretary:

I have the honor to refer to the Treaty of Peace between Egypt and Israel signed March 26, 1979,[1] and to the enclosed Protocol between Egypt and Israel which provided for the establishment of a Multinational Force and Observers (MFO).

In accordance with the Protocol and with the agreement of the Parties, the Director General is to request those nations agreeable to the Parties to supply contingents to the MFO and to receive the agreement of contributing nations that the contingents will conduct themselves in accordance with the terms of the Protocol. Therefore, based on previous communications and discussions, I accept with appreciation the offer of the Government of the United States of America to provide to the MFO an infantry battalion task force of approximately eight hundred personnel, a logistics support element of approximately three hundred fifty personnel, staff personnel, and civilian observers, as provided in Annexes I and III to this letter.

As you are aware, the principles concerning the establishment, functions and responsibilities of the MFO are set out in the Protocol between Egypt and Israel. In accordance with paragraph 3 of the Annex to the Protocol, I would appreciate your confirmation that the United States units shall conduct themselves in accordance with the terms of the Protocol. Also, I would like to emphasize the importance of continuity of service of units in the MFO and to seek your agreement that the United States units will not be withdrawn without adequate prior notification to the Director General of the MFO.

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[1] *Department of State Bulletin*, May, 1979, p. 3.

I draw your attention as well to the Appendix to the Protocol, which stipulates the privileges and immunities of the MFO and the duties of members of the MFO. Of particular importance is paragraph 11 concerning criminal jurisdiction, and its subparagraph c, which directs the Director General to obtain the assurance of each participating state that it will be prepared to take the necessary measures to assure proper discipline of its personnel and to exercise jurisdiction with respect to any crime or offense which might be committed by its personnel.

With regard to paragraph 42 of the Appendix to the Protocol, I assure you that I intend to act in accordance with the wishes of the participating state concerning the disposition of the bodies of its members who die in the service of the MFO, and their personal property.

The financial arrangements between the MFO and the Government of the United States concerning its military contribution and the civilian observers are set forth at Annexes II and III.

My separate letter of today's date confirms my understanding with respect to various aspects of participation in the MFO.

The enclosed Aide Memoire sets forth guidelines on procedures used by the MFO and is provided for the use of the Government of the United States in preparing and deploying its units for service in the MFO.

I have the honor to propose that this letter, including its attached Annexes I, II, and III, and your reply confirming the agreement of your Government to the terms thereof shall constitute an agreement between the Government of the United States and the MFO, which shall enter into force on the date of your reply.

With assurances of my highest consideration,

Sincerely,

Leamon R. Hunt
Director General
Multinational Force and Observers

Attachments:
Annex I: United States Military Contribution
Annex II: Financial Arrangements for United States Military Contribution
Annex III: Civilian Observers
Enclosures: Protocol
Aide Memoire

ANNEX I

UNITED STATES MILITARY CONTRIBUTION

A. INFANTRY BATTALION TASK FORCE

1. The Government of the United States of America shall provide to the MFO an infantry battalion task force, which shall be responsible for patrolling by foot, light vehicle, and helicopter; establishing and manning observation posts and check points; and conducting other activities as directed by the Force Commander in accordance with the Protocol between Egypt and Israel, signed August 3, 1981.

2. The infantry battalion task force shall consist of an infantry battalion headquarters and its associated headquarters company, three rifle companies, a combat support company, a helicopter support element, and signal support element. The total number of personnel of the infantry battalion task force shall not exceed 808.

3. The infantry battalion task force shall be equipped with its normal infantry battalion equipment and weapons, as mutually agreed, less its heavy (4.2") mortars, heavy (TOW) anti-tank missiles, and air defense missiles (REDEYE/STINGER), subject to the following:

a. A maximum of 10 unarmed utility helicopters may be deployed to provide movement of personnel, equipment and supplies; medical evacuation; and command-control, observation, and liaison.

b. The infantry battalion task force shall deploy with sufficient light/utility vehicles to meet its operational ground transportation needs. The MFO shall supplement the infantry battalion task force's vehicles with additional vehicles as necessary to provide adequate logistical support.

c. The infantry battalion task force shall be sufficiently equipped and manned to perform at least organizational maintenance on all its deployed equipment, including helicopters. All other maintenance capability shall be provided by the MFO, as may be required.

B. LOGISTICS SUPPORT ELEMENT

1. The Government of the United States shall provide to the MFO a Logistics Support Element which shall be responsible for: explosive ordnance disposal; movements

control; airlift control; operation of a central supply facility for all classes of supply, except post exchange supplies and alcoholic beverages; provision of agreed mail services; maintenance of all U.S.-standard small arms deployed with MFO contingents; operation of heavy vehicles; provision of medical services, including operation of central medical facilities at both primary base camps; and provision of food and sanitation inspection services.

2. The total number of personnel of the Logistics Support Element shall not exceed 356.

3. The Logistics Support Element shall be equipped with the equipment necessary to perform its mission, as described above, subject to the following:

a. The MFO shall provide sufficient equipment to meet the operational communications needs of the Logistics Support Element.

b. The MFO shall provide those vehicles required by the Logistics Support Element to perform its mission.

c. The Logistics Support Element shall be responsible for providing organizational maintenance for its deployed equipment, and operator maintenance for equipment provided to it by the MFO. The MFO shall be responsible for providing additional maintenance of equipment used by the Logistics Support Element.

d. All members of the Logistic Support Element shall be armed with their normally assigned individual weapons.

C. ADDITIONAL PROVISIONS

1. The mission, equipment and armament of the military units described herein may not be changed except with the consent of the Government of the United States and the MFO.

2. The commanders of the infantry battalion task force and of the Logistics Support Element shall have direct access to the Force Commander.

3. The Government of the United States shall also provide staff-trained military officers to the MFO Force Commander's staff for mutually acceptable positions.

4. The organizational criteria set forth in this Annex may from time to time be modified by mutual consent.

ANNEX II

FINANCIAL ARRANGEMENTS FOR UNITED STATES MILITARY CONTRIBUTION

1. The Government of the United States shall remain responsible for the payment to the United States military personnel, without cost to the MFO, of the salaries, benefits, subsistence and/or allowances which would normally be paid such personnel when stationed in the United States.

2. The MFO shall pay to the Government of the United States an amount equivalent to the cost to the Government of the United States of special pay and allowances paid to the United States military personnel pursuant to applicable United States law.

3. The Government of the United States shall provide, without cost to the MFO, those items of capital equipment required for the performance of missions assigned to United States units, in accordance with Annex I.

4. The MFO shall pay to the Government of the United States the actual cost of such special preparation and modification of equipment necessary for Sinai operation as has been mutually determined, and of the removal of such special preparation and modification upon cessation of deployment.

5. The MFO shall provide for the initial transportation to and final transportation from the Sinai of capital equipment and support equipment of the United States military units, without cost to the United States. Any non-maintenance-related rotation of such equipment will be the responsibility of the Government of the United States.

6. Damage to or loss of capital equipment supplied by the Government of the United States shall be the responsibility of the MFO when any such damage or loss occurs in connection with official MFO business.

7. The MFO shall provide, without cost to the Government of the United States, equipment which is required by the United States units to perform their assigned missions, but which is not standard issue to United States military units.

8. The MFO shall provide for the transportation of the United States military personnel assigned to the MFO, their

individual weapons and kit, without cost to the United States, from the designated point of departure to their stations in the Sinai and return, in accordance with the mutually established rotation schedule.

9. The MFO shall provide food and lodging to the United States military personnel in the Sinai, as well as base support, without cost to the United States.

10. In consideration of the food, lodging, base support, and other services, supplies and equipment to be provided the United States units by the MFO pursuant to this Annex, the Government of the United States shall credit to the account of the MFO an amount equivalent to the costs which would normally have been incurred by the Government of the United States for food and lodging, base support, and operations and maintenance for such units when stationed in the United States.

11. The net amount payable by the MFO in accordance with this Annex and the financial provisions of such other agreements as may be entered into between the Government of the United States and the MFO shall be determined on a fiscal year basis, and real costs shall be payable quarterly. The first such payment shall be made by July 1, 1982, and subsequent installments shall be paid quarterly thereafter.

12. Accounting, reimbursement and other administrative arrangements related to this Annex shall be agreed upon between designated representatives of the Government of the United States and the MFO.

Agreed Minute

With reference to paragraph 2 of Annex II of the letter of the Director General of the MFO to the Secretary of State of the Government of the United States, it is understood that the special pay and allowances to be paid to the personnel of the United States armed forces assigned to the MFO pursuant to applicable United States law will be:

(a) overseas pay for enlisted personnel, initially ranging from $8.00 to $22.50 per person per month, depending on grade;

(b) a separate maintenance allowance for married personnel of $30.00 per person per month.

With reference to paragraph 4 of Annex II, it is understood that the costs incurred in preparing equipment for use in the Sinai (i.e., painting vehicles and painting MFO insignia on equipment) will be calculated on the basis of actual cost incurred.

With reference to paragraph 8 of Annex II, it is understood that when air transportation for personnel, supplies and equipment is provided by the Government of the United States on a space available basis at no additional cost to the Government of the United States, no reimbursement will be required from the MFO.

With reference to paragraph 10 of Annex II, it is understood that the costs which would normally have been incurred by the Government of the United States for maintaining the United States personnel in the United States will be computed on the following basis:

(a) Costs for the budgeted support will be computed on the basis of factors set forth in the Army Force Planning Cost Handbook (AFPCH).

(b) Budgeted support costs for operations and maintenance of aviation units will be computed on the basis of United States Army Forces Command (FORSCOM) historical flying hour and standard United States Department of the Army cost factors.

(c) Budgeted support costs for operations and maintenance of the Logistics Support Element will be based on

FORSCOM historical experience for each specific unit; provided, however, that the AFPCH will be the basis for computing costs for the Explosive Ordnance Disposal team.

(d) Budgeted costs for subsistence will be computed at the standard United States Department of the Army per person per day rate.

(e) Budgeted costs for base operations will be computed on the basis of a cost allocation factor of $50.00 per person per month.

ANNEX III

CIVILIAN OBSERVERS

The Government of the United States of America shall assist the MFO in recruiting, or otherwise ensure the provision of, approximately 25 United States Government personnel, on transfer or detail, to serve as civilian observers and support personnel in accordance with the Protocol between Egypt and Israel signed August 3, 1981. During their assignment with the MFO, the civilian observers shall be responsible to the Director General of the MFO in accordance with such organizational arrangements as he may establish, consistent with the Protocol, and shall have no responsibility to the Government of the United States with respect to the performance of their functions. It is understood that the civilian observers shall report directly to the Force Commander and that all civilian observers shall be citizens of the United States.

With respect to the financial arrangements for the civilian observers, the MFO shall be responsible for all costs related to their employment with the MFO, in accordance with the terms of employment as agreed between the individual employee and the MFO. In the case of employees on detail to the MFO, the MFO will reimburse the United States Government for all costs related to the detail, including salaries, allowances, benefits, travel and transportation. The MFO will be responsible for all costs such as travel and support incident to the performance of duties while on detail to or employed by the MFO.

[ENCLOSURE 1]

PROTOCOL

[to the Treaty of Peace between Egypt and Israel]

In view of the fact that the Egyptian-Israeli Treaty of Peace dated March 26, 1979 (hereinafter, "the Treaty"), provides for the fulfillment of certain functions by the United Nations Forces and Observers and that the President of the Security Council indicated on May 18, 1981, that the Security Council was unable to reach the necessary agreement on the proposal to establish the UN Forces and Observers, Egypt and Israel, acting in full respect for the purposes and principles of the United Nations Charter, have reached the following agreement:

1. A Multinational Force and Observers (hereinafter, "MFO") is hereby established as an alternative to the United Nations Forces and Observers. The two Parties may consider the possibility of replacing the arrangements hereby established with alternative arrangements by mutual agreement.

2. The provisions of the Treaty which relate to the establishment and functions and responsibilities of the UN Forces and Observers shall apply mutatis mutandis to the establishment and functions and responsibilities of the MFO or as provided in this Protocol.

3. The provisions of Article IV of the Treaty and the Agreed Minute thereto shall apply to the MFO. In accordance with paragraph 2 of this Protocol, the words "through the procedures indicated in paragraph 4 of Article IV and the Agreed Minute thereto" shall be substituted for "by the Security Council of the United Nations with the affirmative vote of the five permanent members" in paragraph 2 of Article IV of the Treaty.

4. The Parties shall agree on the nations from which the MFO will be drawn.

5. The mission of the MFO shall be to undertake the functions and responsibilities stipulated in the Treaty for the United Nations Forces and Observers. Details relating to the international nature, size, structure and operation of the MFO are set out in the attached Annex.

6. The Parties shall appoint a Director-General who shall be responsible for the direction of the MFO. The Director-General shall, subject to the approval of the Parties, appoint a Commander, who shall be responsible for the daily command of the MFO. Details relating to the Director-General and the Commander are set out in the attached Annex.

7. The expenses of the MFO which are not covered by other sources shall be borne equally by the Parties.

8. Disputes arising from the interpretation and application of this Protocol shall be resolved according to Article VII of the Treaty.

9. This Protocol shall enter into force when each Party has notified the other that all its Constitutional requirements have been fulfilled. The attached Annex shall be regarded as an integral part hereof. This Protocol shall be communicated to the Secretary General of the United Nations for registration in accordance with the provisions of Article 102 of the Charter of the United Nations. [1]

For the Government of the Arab Republic of Egypt:

[2]

For the Government of the State of Israel:

[3]

Witnessed by:

[4]

For the Government of the United States of America

[1] TS 993; 59 Stat. 1053; 3 Bevans 1176.
[2] Ashraf A. Ghorbal.
[3] Ephraim Evron.
[4] Alexander M. Haig, Jr.

ANNEX

[to the Protocol to the Treaty of Peace
between Egypt and Israel]

Director-General

1. The Parties shall appoint a Director-General of the MFO within one month of the signing of this Protocol. The Director-General shall serve a term of four years, which may be renewed. The Parties may replace the Director-General prior to the expiration of his term.

2. The Director-General shall be responsible for the direction of the MFO in the fulfillment of its functions and in this respect is authorized to act on behalf of the MFO. In accordance with local laws and regulations and the privileges and immunities of the MFO, the Director-General is authorized to engage an adequate staff, to institute legal proceedings, to contract, to acquire and dispose of property, and to take those other actions necessary and proper for the fulfillment of his responsibilities. The MFO shall not own immovable property in the territory of either Party without the agreement of the respective government. The Director-General shall determine the location of his office, subject to the consent of the country in which the office will be located.

3. Subject to the authorization of the Parties, the Director-General shall request those nations agreeable to the Parties to supply contingents to the MFO and to receive the agreement of contributing nations that the contingents will conduct themselves in accordance with the terms of this Protocol. The Director-General shall impress upon contributing nations the importance of continuity of service in units with the MFO so that the Commander may be in a position to plan his operations with knowledge of what units will be available. The Director-General shall obtain the agreement of contributing nations that the national contingents shall not be withdrawn without adequate prior notification to the Director-General.

4. The Director-General shall report to the Parties on developments relating to the functioning of the MFO. He may raise with either or both Parties, as appropriate, any matter concerning the functioning of the MFO. For this purpose, Egypt and Israel shall designate senior responsible officials as agreed points of contact for the Director-General. In the event that either Party or the Director-General requests a meeting, it will be convened in the location determined by the Director-General within 48 hours. Access across the international boundary shall only be permitted through entry checkpoints designated by each Party. Such access will be in accordance with the laws and regulations of each country. Adequate procedures will be established by each Party to facilitate such entries.

Military Command Structure

5. In accordance with paragraph 6 of the Protocol, the Director-General shall appoint a Commander of the MFO within one month of the appointment of the Director-General. The Commander will be an officer of general rank and shall serve a term of three years which may, with the approval of the Parties, be renewed or curtailed. He shall not be of the same nationality as the Director-General.

6. Subject to paragraph 2 of this Annex, the Commander shall have full command authority over the MFO, and shall promulgate its Standing Operating Procedures. In making the command arrangements stipulated in paragraph 9 of Article VI of Annex I of the Treaty (hereinafter "Annex I"), the Commander shall establish a chain of command for the MFO linked to the commanders of the national contingents made available by contributing nations. The members of the MFO, although remaining in their national service, are, during the period of their assignment to the MFO, under the Director-General and subject to the authority of the Commander through the chain of command.

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7. The Commander shall also have general responsibility for the good order of the MFO. Responsibility for disciplinary action in national contingents provided for the MFO rests with the commanders of the national contingents.

Functions and Responsibilities of the MFO

8. The mission of the MFO shall be to undertake the functions and responsibilities stipulated in the Treaty for the United Nations Forces and Observers.

9. The MFO shall supervise the implementation of Annex I and employ its best efforts to prevent any violation of its terms.

10. With respect to the MFO, as appropriate, the Parties agree to the following arrangements:

(a) Operation of checkpoints, reconnaissance patrols, and observation posts along the international boundary and Line B, and within Zone C.

(b) Periodic verification of the implementation of the provisions of Annex I will be carried out not less than twice a month unless otherwise agreed by the Parties.

(c) Additional verifications within 48 hours after the receipt of a request from either Party.

(d) Ensuring the freedom of navigation through the Strait of Tiran in accordance with Article V of the Treaty of Peace.

11. When a violation has been confirmed by the MFO, it shall be rectified by the respective Party within 48 hours. The Party shall notify the MFO of the rectification.

12. The operations of the MFO shall not be construed as substituting for the undertakings by the Parties described in paragraph 2 of Article III of the Treaty. MFO personnel will report such acts by individuals as

described in that paragraph in the first instance to the police of the respective Party.

13. Pursuant to paragraph 2 of Article II of Annex I, and in accordance with paragraph 7 of Article VI of Annex I, at the checkpoints at the international boundary, normal border crossing functions, such as passport inspection and customs control, will be carried out by officials of the respective Party.

14. The MFO operating in the Zones will enjoy freedom of movement necessary for the performance of its tasks.

15. MFO support flights to Egypt or Israel will follow normal rules and procedures for international flights. Egypt and Israel will undertake to facilitate clearances for such flights.

16. Verification flights by MFO aircraft in the Zones will be cleared with the authorities of the respective Party, in accordance with procedures to ensure that the flights can be undertaken in a timely manner.

17. MFO aircraft will not cross the international boundary without prior notification and clearance by each of the Parties.

18. MFO reconnaissance aircraft operating in Zone C will provide notification to the civil air control center and, thereby, to the Egyptian liaison officer therein.

Size and Organization

19. The MFO shall consist of a headquarters, three infantry battalions totalling not more than 2,000 troops, a coastal patrol unit and an observer unit, an aviation element and logistics and signal units.

20. The MFO units will have standard armament and equipment appropriate to their peacekeeping missions as stipulated in this Annex.

21. The MFO headquarters will be organized to fulfill its duties in accordance with the Treaty and this Annex. It shall be manned by

staff-trained officers of appropriate rank provided by the troop contributing nations as part of their national contingents. Its organization will be determined by the Commander, who will assign staff positions to each contributor on an equitable basis.

Reports

22. The Commander will report findings simultaneously to the Parties as soon as possible, but not later than 24 hours, after a verification or after a violation has been confirmed. The Commander will also provide the Parties simultaneously a monthly report summarizing the findings of the checkpoints, observation posts, and reconnaissance patrols.

23. Reporting formats will be worked out by the Commander with the Parties in the Joint Commission. Reports to the Parties will be transmitted to the liaison offices to be established in accordance with paragraph 31 below.

Financing, Administration and Facilities

24. The budget for each financial year shall be prepared by the Director-General and shall be approved by the Parties. The financial year shall be from October 1 through September 30. Contributions shall be paid in U.S. dollars, unless the Director-General requests contributions in some other form. Contributions shall be committed the first day of the financial year and made available as the Director-General determines necessary to meet expenditures of the MFO.

25. For the period prior to October 1, 1981, the budget of the MFO shall consist of such sums as the Director-General shall receive. Any contributions during that period will be credited to the share of the budget of the contributing state in Financial Year 1982, and thereafter as necessary, so that the contribution is fully credited.

26. The Director-General shall prepare financial and administrative regulations consistent with this Protocol and submit them no later than December 1, 1981, for the approval of the Parties. These financial regulations shall include a budgetary process which takes into account the budgetary cycles of the contributing states.

27. The Commander shall request the approval of the respective Party for the use of facilities on its territory necessary for the proper functioning of the MFO. In this connection, the respective Party, after giving its approval for the use by the MFO of land or existing buildings and their fixtures, will not be reimbursed by the MFO for such use.

Responsibilities of the Joint Commission Prior to Its Dissolution

28. In accordance with Article IV of the Appendix to Annex I, the Joint Commission will supervise the implementation of the arrangements described in Annex I and its Appendix, as indicated in subparagraphs b, c, h, i and j of paragraph 3 of Article IV.

29. The Joint Commission will implement the preparations required to enable the Liaison System to undertake its responsibilities in accordance with Article VII of Annex I.

30. The Joint Commission will determine the modalities and procedures for the implementation of Phase Two, as described in paragraph 3(b) of Article I of Annex I, based on the modalities and procedures that were implemented in Phase One.

Liaison System

31. The Liaison System will undertake the responsibilities indicated in paragraph 1 of Article VII of Annex I, and may discuss any other matters which the Parties by agreement may place before it. Meetings will be held at least once a month. In the event that either Party or the Commander requests a special meeting, it will be convened within

24 hours. The first meeting will be held in El-Arish not later than two weeks after the MFO assumes its functions. Meetings will alternate between El-Arish and Beer Sheba, unless the Parties otherwise agree. The Commander shall be invited to any meeting in which subjects concerning the MFO are discussed, or when either Party requests MFO presence. Decisions will be reached by agreement of Egypt and Israel.

32. The Commander and each chief liaison officer will have access to one another in their respective offices. Adequate procedures will be worked out between the Parties with a view to facilitating the entry for this purpose of the representatives of either Party to the territory of the other.

Privileges and Immunities

33. Each Party will accord to the MFO the privileges and immunities indicated in the attached Appendix.

Schedule

34. The MFO shall assume its functions at 1300 hours on April 25, 1982.

35. The MFO shall be in place by 1300 hours, on March 20, 1982.

APPENDIX

[to the Protocol to the Treaty of Peace
between Egypt and Israel]

Definitions

1. The "Multinational Force and Observers" (hereinafter referred to as "the MFO") is that organization established by the Protocol.

2. For the purposes of this Appendix, the term "Member of the MFO" refers to the Director-General, the Commander and any person, other than a resident of the Receiving State, belonging to the military contingent of a Participating State or otherwise under the authority of the Director-General, and his spouse and minor children, as appropriate.

3. The "Receiving State" means the authorities of Egypt or Israel as appropriate, and the territories under their control. "Government authorities" includes all national and local, civil and military authorities called upon to perform functions relating to the MFO under the provisions of this Appendix, without prejudice to the ultimate responsibility of the Government of the Receiving State.

4. "Resident of the Receiving State" includes (a) a person with citizenship of the Receiving State, (b) a person resident therein or (c) a person present in the territory of the Receiving State other than a member of the MFO.

5. "Participating State" means a State that contributes personnel to the MFO.

Duties of Members of the MFO in the Receiving State:

6.(a) Members of the MFO shall respect the laws and regulations of the Receiving State and shall refrain from any activity of a political character in the Receiving State and from any action incompatible with the international nature of their duties or inconsistent with the spirit of the present arrangements. The Director-General shall take all appropriate measures to ensure the observance of these obligations.

(b) In the performance of their duties for the MFO, members of

the MFO shall receive their instructions only from the Director-General and the chain of command designated by him.

(c) Members of the MFO shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their position with the MFO which has not been made public, except in the course of their duties or by authorization of the Director-General. These obligations do not cease upon the termination of their assignment with the MFO.

(d) The Director-General will ensure that in the Standing Operating Procedures of the MFO, there will be arrangements to avoid accidental or inadvertant threats to the safety of MFO members.

Entry and Exit: Identification

7. Individual or collective passports shall be issued by the Participating States for members of the MFO. The Director-General shall notify the Receiving State of the names and scheduled time of arrival of MFO members, and other necessary information. The Receiving State shall issue an individual or collective multiple entry visa as appropriate prior to that travel. No other documents shall be required for a member of the MFO to enter or leave the Receiving State. Members of the MFO shall be exempt from immigration inspection and restrictions on entering or departing from the territory of the Receiving State. They shall also be exempt from any regulations governing the residence of aliens in the Receiving State, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in the Receiving State. The Receiving State shall also provide each member of the Force with a personal identity card prior to or upon his arrival.

8. Members of the MFO will at all times carry their personal identity cards issued by the Receiving State. Members of the MFO may be

required to present, but not to surrender, their passport or identity cards upon demand of an appropriate authority of the Receiving State. Except as provided in paragraph 7 of this Appendix, the passport or identity card will be the only document required for a member of the MFO.

9. If a member of the MFO leaves the services of the Participating State to which he belongs and is not repatriated, the Director-General shall immediately inform the authorities of the Receiving State, giving such particulars as may be required. The Director-General shall similarly inform the authorities of the Receiving State of any member of the MFO who has absented himself for more than 21 days. If an expulsion order against the ex-member of the MFO has been made, the Director-General shall be responsible for ensuring that the person concerned shall be received within the territory of the Participating State concerned.

Jurisdiction

10. The following arrangements respecting criminal and civil jurisdiction are made having regard to the special functions of the MFO and not for the personal benefit of the members of the MFO. The Director-General shall cooperate at all times with the appropriate authorities of the Receiving State to facilitate the proper administration of justice, secure the observance of laws and regulations and prevent the occurrence of any abuse in connection with the privileges, immunities and facilities mentioned in this Appendix.

Criminal Jurisdiction

11. (a) Military members of the MFO and members of the civilian observer group of the MFO shall be subject to the exclusive jurisdiction of their respective national states in respect of any criminal offenses which may be committed by them in the Receiving State. Any such person who is charged with the commission of a crime will be brought to trial by the respective Participating State, in accordance with its laws.

(b) Subject to paragraph 25, other members of the MFO shall be immune from the criminal jurisdiction of the Receiving State in respect of words spoken or written and all acts performed by them in their official capacity.

(c) The Director-General shall obtain the assurances of each Participating State that it will be prepared to take the necessary measures to assure proper discipline of its personnel and to exercise jurisdiction with respect to any crime or offense which might be committed by its personnel. The Director-General shall comply with requests of the Receiving State for the withdrawal from its territory of any member of the MFO who violates its laws, regulations, customs or traditions. The Director-General, with the consent of the Participating State, may waive the immunity of a member of the MFO.

(d) Without prejudice to the foregoing, a Participating State may enter into a supplementary arrangement with the Receiving State to limit or waive the immunities of its members of the MFO who are on periods of leave while in the Receiving State.

Civil Jurisdiction

12. (a) Members of the MFO shall not be subject to the civil jurisdiction of the courts of the Receiving State or to other legal process in any matter relating to their official duties. In a case arising from a matter relating to official duties and which involves a member of the MFO and a resident of the Receiving State, and in other disputes as agreed, the procedure provided in paragraph 38(b) of this Appendix shall apply to the settlement.

(b) If the Director-General certifies that a member of the MFO is unable because of official duties or authorized absence to protect his interests in a civil proceeding in which he is a participant, the court or authority shall at his request suspend the proceeding until the elimination of the disability, but for not more than ninety days. Property

of a member of the MFO which is certified by the Director-General to be needed by him for the fulfillment of his official duties shall be free from seizure for the satisfaction of a judgment, decision or order, together with other property not subject thereto under the law of the Receiving State. The personal liberty of a member of the MFO shall not be restricted by a court or other authority of the Receiving State in a civil proceeding, whether to enforce a judgment, decision or order, to compel an oath of disclosure, or for any other reason.

(c) In the cases provided for in sub-paragraph (b) above, the claimant may elect to have his claim dealt with in accordance with the procedure set out in paragraph 38(b) of this Appendix. Where a claim adjudicated or an award made in favor of the claimant by a court of the Receiving State or the Claims Commission under paragraph 38(b) of this Appendix has not been satisfied, the authorities of the Receiving State may, without prejudice to the claimant's rights, seek the good offices of the Director-General to obtain satisfaction.

Notification: Certification

13. If any civil proceeding is instituted against a member of the MFO, before any court of the Receiving State having jurisdiction, notification shall be given to the Director-General. The Director-General shall certify to the court whether or not the proceeding is related to the official duties of such member.

Military Police: Arrest: Transfer of Custody and Mutual Assistance

14. The Director-General shall take all appropriate measures to ensure maintenance of discipline and good order among members of the MFO. To this end military police designated by the Director-General shall police the premises referred to in paragraph 19 of this Appendix, and such areas where the MFO is functioning.

15. The military police of the MFO shall immediately transfer to the civilian police of the Receiving State any individual, who is not a member of the MFO, of whom it takes temporary custody.

16. The police of the Receiving State shall immediately transfer to the MFO any member of the MFO, of whom it takes temporary custody, pending a determination concerning jurisdiction.

17. The Director-General and the authorities of the Receiving State shall assist each other concerning all offenses in respect of which either or both have an interest, including the production of witnesses, and in the collection and production of evidence, including the seizure and, in proper cases, the handing over, of things connected with an offense. The handing over of any such things may be made subject to their return within the time specified by the authority delivering them. Each shall notify the other of the disposition of any case in the outcome of which the other may have an interest or in which there has been a transfer of custody under the provisions of paragraphs 15 and 16 of this Appendix.

18. The government of the Receiving State will ensure the prosecution of persons subject to its criminal jurisdiction who are accused of acts in relation to the MFO or its members which, if committed in relation to the forces of the Receiving State or their members, would have rendered them liable to prosecution. The Director-General will take the measures within his power with respect to crimes or offenses committed against citizens of the Receiving State by members of the MFO.

Premises of the MFO

19. Without prejudice to the fact that all the premises of the MFO remain the territory of the Receiving State, they shall be inviolable and subject to the exclusive control and authority of the Director-General, who alone may consent to the entry of officials to perform duties on such premises.

MFO Flag

20. The Receiving States permit the MFO to display a special flag or insignia, of a design agreed upon by them, on its headquarters, camps, posts, or other premises, vehicles, boats and otherwise as decided by the Director-General. Other flags or pennants may be displayed only in exceptional cases and in accordance with conditions prescribed by the Director-General. Sympathetic consideration will be given to observations or requests of the authorities of the Receiving State concerning this last-mentioned matter. If the MFO flag or other flag is flown, the flag of the Receiving State shall be flown alongside it.

Uniform: Vehicle, Boats and Aircraft Markings and Registration: Operating Permits

21. Military members of the MFO shall normally wear their national uniform with such identifying MFO insignia as the Director-General may prescribe. The conditions on which the wearing of civilian dress is authorized shall be notified by the Director-General to the authorities of the Receiving State and sympathetic consideration will be given to observations or requests of the authorities of the Receiving State concerning this matter. Members of the MFO shall wear civilian dress while outside the areas where they are functioning. Service vehicles, boats and aircraft shall not carry the marks or license plates of any Participating State, but shall carry the distinctive MFO identification mark and license which shall be notified by the Director-General to the authorities of the Receiving State. Such vehicles, boats and aircraft shall not be subject to registration and licensing under the laws and regulations of the Receiving State. Authorities of the Receiving State shall accept as valid, without a test or fee, a permit or license for the operation of service vehicles, boats and aircraft issued by the Director-General. MFO drivers shall be given permits by the Receiving State to enable them to drive outside the areas where they are functioning, if these permits are required by the Receiving State.

Arms

22. Members of the MFO who are off-duty shall not carry arms while outside the areas where they are functioning.

Privileges and Immunities of the MFO

23. The MFO shall enjoy the status, privileges and immunities accorded in Article II of the Convention on the Privileges and Immunities of the United Nations[1] (hereinafter, "the Convention"). The provisions of Article II of the Convention shall also apply to the property, funds and assets of Participating States used in the Receiving State in connection with the activities of the MFO. Such Participating States may not acquire immovable property in the Receiving State without agreement of the government of the Receiving State. The government of the Receiving State recognizes that the right of the MFO to import free of duty equipment for the MFO and provisions supplies and other goods for the exclusive use of members of the MFO, includes the right of the MFO to establish, maintain and operate at headquarters, camps and posts, service institutes providing amenities for the members of the MFO. The amenities that may be provided by service institutes shall be goods of a consumable nature (tobacco and tobacco products, beer, etc.), and other customary articles of small value. To the end that duty-free importation for the MFO may be effected with the least possible delay, having regard to the interests of the government of the Receiving State, a mutually satisfactory procedure, including documentation, shall be arranged between the Director-General and the customs authorities of the Receiving State. The Director-General shall take all necessary measures to prevent any abuse of the exemption and to prevent the sale or resale of such goods to persons other than the members of the MFO. Sympathetic consideration shall be given by the Director-General to observations or requests of the authorities of the Receiving State concerning the operation of service institutes.

[1] Adopted Feb. 13, 1946. TIAS 6900; 21 UST 1422.

Privileges and Immunities and Delegation of Authority of Director-General

24. The Director-General of the MFO may delegate his powers to other members of the MFO.

25. The Director-General, his deputy, the Commander, and his deputy, shall be accorded in respect of themselves, their spouses and minor children, the privileges and immunities, exemptions and facilities accorded to diplomatic envoys in accordance with international law.

Members of the MFO: Taxation, Customs and Fiscal Regulations

26. Members of the MFO shall be exempt from taxation by the Receiving State on the pay and emoluments received from their national governments or from the MFO. They shall also be exempt from all other direct taxes, fees, and charges, except for those levied for services rendered.

27. Members of the MFO shall have the right to import free of duty their personal effects in connection with their first taking up their post in the Receiving State. They shall be subject to the laws and regulations of the Receiving State governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in the Receiving State with the MFO. Special facilities for entry or exit shall be granted by the immigration, customs and fiscal authorities of the Receiving State to regularly constituted units of the MFO provided that the authorities concerned have been duly notified sufficiently in advance. Members of the MFO on departure from the area may, notwithstanding the foreign exchange regulations, take with them such funds as the Director-General certifies were received in pay and emoluments from their respective national governments or from the MFO and are a reasonable residue thereof. Special arrangements between the Director-General and the authorities of the Receiving State shall be made for the implementation of the foregoing provisions in the interests of the government of the Receiving State and members of the MFO.

28. The Director-General will cooperate with the customs and fiscal authorities of the Receiving State and will render all assistance within his power in ensuring the observance of the customs and fiscal laws and regulations of the Receiving State by the members of the MFO in accordance with this Appendix or any relevant supplemental arrangements.

Communications and Postal Services

29. The MFO shall enjoy the facilities in respect to communications provided for in Article III of the Convention. The Director-General shall have authority to install and operate communications systems as are necessary to perform its functions subject to the provisions of Article 35 of the International Telecommunication Convention of April 11, 1973,[1] relating to harmful interference. The frequencies on which any such station may be operated will be duly communicated by the MFO to the appropriate authorities of the Receiving State. Appropriate consultations will be held between the MFO and the authorities of the Receiving State to avoid harmful interference. The right of the Director-General is likewise recognized to enjoy the priorities of government telegrams and telephone calls as provided for the United Nations in Article 39 and Annex 3 of the latter Convention and in Article 5, No. 10 of the telegraph regulations annexed thereto.[2]

30. The MFO shall also enjoy, within the areas where it is functioning, the right of unrestricted communication by radio, telephone, telegraph or any other means, and of establishing the necessary facilities for maintaining such communications within and between premises of the MFO, including the laying of cables and land lines and the establishment of fixed and mobile radio sending and receiving stations. It is understood that the telegraph and telephone cables and lines herein referred to will be situated within or directly between the premises of the MFO and the areas where it is functioning, and that connection with the system of telegraphs and telephones of the Receiving State will be

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[1] Should read "October 25, 1973". TIAS 8572; 28 UST 2530.
[2] Done Apr. 11, 1973. TIAS 8586; 28 UST 3306.

made in accordance with arrangements with the appropriate authorities of the Receiving State.

31. The government of the Receiving State recognizes the right of the MFO to make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of the MFO. The government of the Receiving State will be informed of the nature of such arrangements. No interference shall take place with, and no censorship shall be applied to, the mail of the MFO by the government of the Receiving State. In the event that postal arrangements applying to private mail of members of the MFO are extended to operations involving transfer of currency, or transport of packages or parcels from the Receiving State, the conditions under which such operations shall be conducted in the Receiving State will be agreed upon between the government of the Receiving State and the Director-General.

Motor Vehicle Insurance

32. The MFO will take necessary arrangements to ensure that all MFO motor vehicles shall be covered by third party liability insurance in accordance with the laws and regulations of the Receiving State.

Use of Roads, Waterways, Port Facilities, Airfields and Railways

33. When the MFO uses roads, bridges, port facilities and airfields it shall not be subject to payment of dues, tolls or charges either by way of registration or otherwise, in the areas where it is functioning and the normal points of access, except for charges that are related directly to services rendered. The authorities of the Receiving State, subject to special arrangements, will give the most favorable consideration to requests for the grant to members of the MFO of traveling facilities on its railways and of concessions with regard to fares.

Water, Electricity and Other Public Utilities

34. The MFO shall have the right to the use of water, electricity and other public utilities at rates not less favorable to the MFO than those to comparable consumers. The authorities of the Receiving State will, upon the request of the Director-General, assist the MFO in obtaining water, electricity and other utilities required, and in the case of interruption or threatened interruption of service, will give the same priority to the needs of the MFO as to essential government services. The MFO shall have the right where necessary to generate, within the premises of the MFO either on land or water, electricity for the use of the MFO and to transmit and distribute such electricity as required by the MFO.

Currency of the Receiving State

35. The Government of the Receiving State will, if requested by the Director-General, make available to the MFO, against reimbursement in U.S. dollars or other currency mutually acceptable, currency of the Receiving State required for the use of the MFO, including the pay of the members of the national contingents, at the rate of exchange most favorable to the MFO that is officially recognized by the government of the Receiving State.

Provisions, Supplies and Services

36. The authorities of the Receiving State will, upon the request of the Director-General, assist the MFO in obtaining equipment, provisions, supplies and other goods and services required from local sources for its subsistence and operation. Sympathetic consideration will be given by the Director-General in purchases on the local market to requests or observations of the authorities of the Receiving State in order to avoid any adverse effect on the local economy. Members of the MFO may purchase locally goods necessary for their own consumption, and such services as they need, under conditions prevailing in the open market.

If members of the MFO should require medical or dental facilities beyond those available within the MFO, arrangements shall be made with the appropriate authorities of the Receiving State under which such facilities may be made available. The Director-General and the appropriate local authorities will cooperate with respect to sanitary services. The Director-General and the authorities of the Receiving State shall extend to each other the fullest cooperation in matters concerning health, particularly with respect to the control of communicable diseases in accordance with international conventions; such cooperation shall extend to the exchange of relevant information and statistics.

Locally Recruited Personnel

37. The MFO may recruit locally such personnel as required. The authorities of the Receiving State will, upon the request of the Director-General, assist the MFO in the recruitment of such personnel. Sympathetic consideration will be given by the Director-General in the recruitment of local personnel to requests or observations of authorities of the Receiving State in order to avoid any adverse effect on the local economy. The terms and conditions of employment for locally recruited personnel shall be prescribed by the Director-General and shall generally, to the extent practicable, be no less favorable than the practice prevailing in the Receiving State.

Settlement of Disputes or Claims

38. Disputes or claims of a private law character shall be settled in accordance with the following provisions:

(a) The MFO shall make provisions for the appropriate modes of settlement of disputes or claims arising out of contract or other disputes or claims of a private law character to which the MFO is a party other than those covered in subparagraph (b) and paragraph 39 following. When no such provisions have been made with the contracting

party, such claims shall be settled according to subparagraph (b) below.

(b) Any claim made by:

(i) a resident of the Receiving State against the MFO or a member thereof, in respect of any damages alleged to result from an act or omission of such member of the MFO relating to his official duties;

(ii) the Government of the Receiving State against a member of the MFO;

(iii) the MFO or the Government of the Receiving State against one another, that is not covered by paragraph 40 of this Appendix;

shall be settled by a Claims Commission established for that purpose. One member of the Commission shall be appointed by the Director-General, one member by the Government of the Receiving State and a Chairman jointly by the two. If the Director-General and the Government of the Receiving State fail to agree on the appointment of a chairman, the two members selected by them shall select a chairman from the list of the Permanent Court of Arbitration. An award made by the Claims Commission against the MFO or a member or other employee thereof or against the Government of the Receiving State shall be notified to the Director-General or the authorities of the Receiving State as the case may be, to make satisfaction thereof.

39. Disputes concerning the terms of employment and conditions of service of locally recruited personnel shall be settled by administrative procedure to be established by the Director-General.

40. All disputes between the MFO and the Government of the Receiving State concerning the interpretation or application of this Appendix which are not settled by negotiation or other agreed mode of settlement shall

be referred for final settlement to a tribunal of three arbitrators, one to be named by the Director-General, one by the Government of the Receiving State, and an umpire to be chosen jointly who shall preside over the proceedings of this tribunal.

41. If the two parties fail to agree on the appointment of the umpire within one month of the proposal of arbitration by one of the parties, the two members selected by them shall select a chairman from the list of the Permanent Court of Arbitration. Should a vacancy occur for any reason, the vacancy shall be filled within thirty days by the methods laid down in this paragraph for the original appointment. The tribunal shall come into existence upon the appointment of the chairman and at least one of the other members of the tribunal. Two members of the tribunal shall constitute a quorum for the performance of its functions, and for all deliberations and decisions of the tribunal a favorable vote of two members shall be sufficient.

Deceased Members: Disposition of Personal Property

42. The Director-General shall have the right to take charge of and dispose of the body of a member of the MFO who dies in the territory of the Receiving State and may dispose of his personal property after the debts of the deceased person incurred in the territory of the Receiving State and owing to residents of the Receiving State have been settled.

Supplemental Arrangements

43. Supplemental details for the carrying out of this Appendix shall be made as required between the Director-General and appropriate authorities designated by the Government of the Receiving State.

Effective Date and Duration

44. This Appendix shall take effect from the date of the entry into force of the Protocol and shall remain in force for the duration

of the Protocol. The provisions of paragraphs 38, 39, 40 and 41 of this Appendix, relating to the settlement of disputes, however, shall remain in force until all claims arising prior to the date of termination of this Appendix and submitted prior to or within three months following the date of termination, have been settled.

[ENCLOSURE 2]

AIDE MEMOIRE

GUIDELINES FOR THE GOVERNMENT OF THE UNITED STATES

PLANNING FOR THE MULTINATIONAL FORCE

AND OBSERVERS (MFO)

INTRODUCTION

The following are guidelines to governments preparing to assign troops for service with the MFO. The actual composition of such contingents being prepared will depend on the military policy, equipment and other national characteristics of the country concerned. Adherence to these guidelines where possible would ease to a very great extent the administrative problems of the contingent in the initial stages of its service with the MFO and enhance its operational efficiency. It would also be useful if representatives from national military headquarters were to hold further discussions with the MFO before proceeding to their assignment in the Sinai.

AIM

To provide the necessary guidelines to the Government of the United States to enable it to organize its MFO contingent which will, to the maximum extent possible, be capable of supporting itself administratively and operationally.

ORGANIZATION

A. The basic mission of the military units, their suggested organizational structures, and required capital and support equipment are as set forth in Annex I to the Director General's letter of 26 March, 1982, to the Government of the United States. The basic mission of the civilian observer unit is as set forth in Annex III to this letter.

B. Role of Unit Commanders. Each unit commander will have direct access to the MFO Force Commander. Each commander's rank should be appropriate to the unit's size and function but should not exceed Lt. Colonel, since staff section chiefs and battalion commanders will be of that rank.

C. Contribution to MFO Headquarters. In order to ensure equitable representation of all contingents at all levels, a number of staff officers will be assigned by each troop-contributing state to the force headquarters. Accordingly, the Government of the United States is requested to provide a number of officers to be agreed for this purpose. The officers nominated to fill these posts must be staff trained.

D. Common language of MFO. English will be the common working language of this multinational force. All officers should be able to speak, read and write English.

E. Clothing. Personnel should be fully equipped in accordance with their national scales of issue. Since the weather may vary from hot and dry to cold and wet, an appropriate range of items of clothing should be provided.

The MFO accepts responsibility for providing the following items of clothing for all ranks:

beret, MFO color	-one
field cap, MFO color	-one
hat badge, flash	-one
cloth shoulder patch	-six
armlet, olive drab	-two
scarf, MFO color	-two

The MFO will send to the troop-contributing state a minimum amount of berets, scarves, hat badges and shoulder patches to ensure that each individual may be given an initial partial issue. The remainder of the issue items will be obtained on arrival. It is imperative that the Director General be informed soonest of the address to enable the initial issue to be air-freighted and arrive before the departure of the advance party.

GENERAL INFORMATION

A. Communications. The MFO will provide communications among MFO elements working throughout the area of operations. The MFO will also provide access to the international telephone system for communications between national contingents and their home countries. Unless otherwise agreed, the contingent will provide equipment necessary to meet its internal communications requirements. Should it be decided by the government to have its own national radio link to its contingent, it may do so subject to MFO approval of equipment and frequency and on the understanding it will meet all the related costs without reimbursement by the MFO.

B. Basic Equipment. The following stores/equipment will be provided by the MFO as necessary (this list is not all-inclusive):

- Generators
- Freezers and refrigeration
- Defense stores
- Tentage (as required)
  - Personnel (sleeping accommodation)
  - Messing
  - Administration
  - Workshops

Stores
Medical inspection
Quartermaster stores (as required)
Mosquito netting
Wardrobes
Tables
Desks
Chairs
Beds, blankets, sheets, etc.
Disinfectants, cleaning material, fumigants
Chemical toilets
Office equipment (as required)
Desks
Tables
Filing cabinets
Typewriters
Calculators
Fans
Safes
Special Equipment (as required)
Fire-fighting
Water purification
Observation (field, survey and night vision binoculars, and night observation devices)
Riot control equipment
Tradesmen's tools (saws, drills, etc.)
Compressor with auxiliary equipment

C. Personal Identification. While in transit to and from the mission area, contingent personnel should be in possession of identification in accordance with their national regulations. On arrival, personnel will be issued an MFO identification card which will be the identity document required within Egypt and Israel. To expedite issuance, it is recommended that each individual possess a minimum of six recent photographs approximately 3 cm by 3 cm.

D. Passports. Individual passports will be required for members of troop contingents if they wish to travel in the two countries outside the MFO's immediate area of operations. Members of the troop contingents may arrive or leave the Sinai under the "collective passport" referred to in the Protocol (Appendix, para 7), but if a soldier wishes to take leave either in Egypt or Israel, or would like to be prepared for emergencies requiring travel outside the area, he must have his own passport and visa from the appropriate country.

E. Medical. The contingent must be fully immunized against yellow fever. It is strongly recommended that immunization against tetanus, typhoid and polio be included. Gammaglobulin against hepatitis should be given every three months. Malaria prophylaxis and salt tablets are recommended while in the area. MFO will provide these pharmaceuticals while the unit is in the area.

Preliminary planning is for the MFO to provide a central medical facility and staff. Medical support at the field-hospital level and above will be provided through the Governments of Israel and Egypt.

F. Ground Transport. The contingent will provide such vehicles as necessary to perform its mission. The MFO will supplement those vehicles as necessary for unit support needs.

G. Personal Services. Haircuts, laundry, ablution and sanitation services will be provided by the MFO.

H. Water. It is anticipated that water in base camps will be provided through a pipeline system. Adequate water tank trucks, water trailers, water purification equipment, if required, and waterpumps with hoses will also be provided as necessary. Jerry cans or similar containers will be provided as necessary for water distribution.

I. Rations. Rations will be supplied by the MFO in accordance with the "MFO Ration Scale" which may be modified to be compatible with the home scales of contingents and to cater to national food tastes and religious dietary customs. In this regard it is requested that the troop-contributing government provide the Director General with a copy of the national ration scale as soon as possible.

J. Transportation to and from the MFO Area. Initial movement into the area will be by air or sea as required. The MFO will coordinate the transportation into the area and from the area to the home country on the completion of the tour of duty and will cover all costs attendant thereto, unless otherwise agreed.

1. Airlift Arranged by the MFO. In the event that the initial deployment is by air and the transportation as provided by the MFO, the following details are required by MFO as soon as they become available:

-- Place of embarkation and name of airport;

-- Dates troops and equipment will be ready for airlift;

-- Dimensions and weights of large pieces of equipment;

-- Total weight of equipment and stores to be airlifted; and,

-- Type and amount of dangerous cargo such as ammunition, acid, batteries, kerosene, fuel and oil.

2. Movement Control. It is requested that the senior member on each flight have a completed manifest showing the number of passengers on board and the amount and type of cargo. This manifest will be given to the MFO movement control personnel on arrival. In addition, personnel familiar with movement control activities should be deployed on the first aircraft and be prepared to assist with subsequent arrivals of their contingent.

K. Rotation. Contingents are normally rotated after serving a period of at least six months with the Force. These rotations are arranged by the MFO either by chartered commercial aircraft or by military airlift. It is the responsibility of the contingent's home government to inform the MFO at least six weeks prior to the rotation of the exact dates they propose for the rotation and the number of troops to be rotated each way. The rotation will involve only the personnel and their personal gear (including personal weapons) up to 45 kgs (unit equipment is not rotated.)

A reasonable amount of additional freight may be allowed by air up to the available capacity of the aircraft after accommodating the passengers with their personal baggage. Contractual arrangements with commercial airlines are made by the MFO. Experience has shown the paramount need for close liaison with the MFO on all transportation arrangements. Failure to provide the required information in time to carry out the arrangements could delay the acquisition of airlift and the diplomatic overflight clearances.

L. Accommodation. Accommodations shall be provided in accordance with the policy decided for the MFO. Generally, accommodation is arranged in accordance with the local conditions and availability of facilities. It may be concentrated into platoon, company, or contingent camps according to the operational role of the contingent. If civilian accommodation must be rented, arrangements will be concluded by the chief administrative officer of the MFO.

M. Local Resources. If a contingent requires contractual services, the contingent commanding officer should forward his request to MFO headquarters. Contracts for services, supplies, equipment and other requirements will be made only through the chief administrative officer. Such matters include procurement of:

Land and accommodation;
Petrol, oil and lubricants;
Fresh rations;
Water supply;
Rentals;
Public service facilities;

Laundry and cleaning;
Civilian labor;
Garbage disposal;
Hair cutting;
Cobbler services;
Tailoring.

N. Control of Resources. It should be stressed that once a contingent enters the MFO area of operation and becomes a part of the MFO, all equipment and supplies required thereafter (except for self-sufficiency) for the continued operational support of the contingent -- and which would normally involve a charge to the MFO -- should be requisitioned through the Director General's administrative channels. Since the Force Commander and the chief administrative officer work in close cooperation with the Director General, who in turn ensures liaison with governments, the operational needs of the various contingents in the field would be served most efficiently by centralizing, as is usual with peacekeeping forces, all requisitions of military supplies in this manner.

O. Pay and Allowances. Governments providing troops are responsible for making payment of pay and allowances to all their unit personnel in accordance with their own national legislation. Normal salaries, benefits and allowances that would be paid to troops serving at home will be at the expense of the troop-contributing state; special pay and allowances required under existing national legislation for service aborad will be reimbursed to the troop-contributing state by the MFO.

P. Maintenance in the Sinai. The MFO will provide for troops assigned to the Sinai all necessary food, lodging, and base support, and will absorb the costs of operations and maintenance. However, the troop-contributing state will pay the MFO an amount equivalent to the normal costs of maintaining the deployed personnel at home, with respect to base support, operations and maintenance, food and lodging.

Q. Reimbursement for Equipment and Supplies. The troop-contributing state will provide, at its own expense, all capital and support equipment required for the performance of its assigned mission. The MFO will pay for the transport of this equipment to the Sinai, and its eventual return to the troop-contributing state. All consumable supplies brought in by the national contingent at MFO request will be inspected by the MFO upon arrival in the area of operations and reimbursement will be paid on the basis of demonstrated cost.

R. Payments for Death, Injury, Disability or Illness. Reimbursement for payments made by governments based upon national legislation and/or regulations for death, injury, disability or illness attributable to service with the MFO will be as follows. Where periodic payments are called for under national legislation or regulations, reimbursement will be made

in a lump sum based on actuarial data. In respect of death and disability awards, a governmental claim is required to enable reimbursement of payments due or made by the government concerned to beneficiaries in accordance with national legislation and/or regulations. This claim should be appropriately certified by the government's auditor-general or an official of equivalent rank/position.

S. Official Travel of MFO Personnel. Members of the contingent who are required to make official duty trips to points where MFO food and lodging facilities cannot be provided will be paid at appropriate rates established by the MFO.

T. Airline tickets will be provided by the MFO in some circumstances for members and escorts if repatriation is authorized for medical, compassionate or other reason by the Force Commander.

U. MFO Orders. The Force Commander is empowered to issue orders consistent with the authority granted by the Director General of the MFO implementing the Protocol between the Arab Republic of Egypt and State of Israel. Such orders may be revised from time to time and are binding upon all members of the Force.

V. Postal. The MFO provides for members of the Force the free dispatch to the home country of a limited amount of personal mail. Contingents may avail themselves of this service, if desired, once an agreement has been concluded between the troop-contributing state and the MFO. Each troop-contributing state is required to designate a special postal address in the home country.

Handling of mail to and from troop-contributing countries is governed by local conditions, available means of transportation, and any agreements between the troop-contributing state and the postal authorities of the Receiving State.

W. Currency Exchanges. Currency regulations vary from country to country. Regulations for currency exchange are established to ensure that national currency regulations are respected in the area as well as in neighboring countries which the members may visit on leave or on duty. Regulations pertaining to the MFO will be obtained upon arrival in the MFO area.

X. Recreational Equipment. The MFO encourages units to bring sports equipment, personal musical instruments, and other recreational supplies for the use of their own units, for both intramural and extramural competitions.

The Secretary of State to the Director General of the Multinational Force and Observers

THE SECRETARY OF STATE
WASHINGTON

March 26, 1982

Mr. Leamon R. Hunt
Director General
Multinational Force and Observers
6121 Lincolnia Road
Alexandria, Virginia 22312

Dear Mr. Hunt:

Thank you for your letter of March 26, 1982. I wish to confirm to you that the Government of the United States of America will contribute to the MFO an infantry battalion task force, a logistics support element, staff personnel, and civilian observers as provided in Annexes I and III to your letter.

I confirm to you as well as that the Government of the United States hereby provides the agreements and assurances concerning its participation in the MFO which you requested in accordance with the terms of the Protocol.

I acknowledge receipt of the Aide Memoire enclosed with your letter. The guidelines contained in the Aide Memoire will be of use to my Government in preparing and deploying its units for service in the MFO.

Finally, my Government concurs with your proposal that your letter of March 26, 1982, including its attached Annexes I, II, and III, together with this reply, shall constitute an agreement between the Government of the United States and the MFO which shall enter into force on this date.

With assurances of my highest consideration.

Sincerely,

Alexander M. Haig, Jr.

[RELATED LETTERS]

Multinational Force and Observers
Post Office Box 11258
Alexandria, Virginia 22312
(703) 642-8300

March 26, 1982

The Honorable
Alexander M. Haig, Jr.
The Secretary of State
Washington, D. C. 20520

Dear Mr. Secretary:

With reference to my letter of today's date accepting your government's offer to contribute to the MFO in accordance with the Protocol to the Treaty of Peace between Egypt and Israel signed on March 26, 1979, it may assist if I confirm our understanding with respect to various aspects of participation in the MFO.

(1) It is understood that, as provided in paragraph 12 of the Appendix to the Egypt-Israel Protocol of August 3, 1981, members of the MFO are not subject to the civil jurisdiction of the courts or other legal process of Egypt or Israel in any matters relating to their official duties. It is also understood that, as provided in paragraph 38 of that Appendix, claims against a member of the MFO made by the Government of Egypt or Israel or by residents thereof in respect of damages alleged to result from an act or omission of such member relating to his official duties shall be settled according to the claims provisions of the Appendix. An award made by the claims commission against a member of the MFO shall be notified to the Director General for payment by the MFO. Accordingly, neither the individual member nor the participating state of which he is a national shall incur any liability in such official duty cases.

(2) With reference to paragraph 6 of the Annex to the Protocol, it is understood that national contingents provided to the MFO shall be placed under the operational control of the Force Commander. The Force Commander will issue orders to the national contingents through the appropriate national contingent commander in accordance with the chain of command established by him pursuant to the Protocol.

(3) It is understood that in exercising his functions under paragraphs 12(b), 13 and 42 of the Appendix, the Director General will seek relevant information from the appropriate national contingent commander through the Force Commander.

(4) It is understood that in the application of paragraph 20 of the Appendix, the Director General intends to follow the regulations and practices of the United Nations in its peacekeeping organizations so far as the display of flags and ensigns is concerned.

(5) With reference to paragraph 21 of the Appendix, it is understood that service vehicles, boats and aircraft serving with the MFO shall be painted MFO colors, shall carry MFO identification marks and, in addition, shall carry only those marks or insignia as are necessary to satisfy international legal requirements applicable to state aircraft and boats.

(6) With reference to paragraph 24 of the Appendix, it is understood that the Director General does not intend to delegate any of his powers directly to members of national contingents who are under the command of the national contingent commander.

(7) It is understood that where supplementary arrangements are to be made, as provided in paragraph 43 of the Appendix, which substantially affect a national contingent, the Director General will first consult with the government of the affected participating state.

(8) It is understood that the Director General intends to establish a consultative mechanism whereby he will meet with representatives designated by participating states accredited to the country where his headquarters will be located for briefing and discussion of issues of general concern. In addition, the Director General and his staff will be available at any time to hold bilateral consultations with participating state representatives on substantive issues of mutual concern.

(9) It is understood that any disputes which may arise between a participating state and the MFO which cannot properly be resolved through normal administrative channels may be raised by either the MFO or the participating government for resolution at the diplomatic level between the Director General and the designated diplomatic representative of the participating government.

I would appreciate your reply confirming the above understandings.

Sincerely,

Leamon R. Hunt
Director General
Multinational Force
and Observers

THE SECRETARY OF STATE
WASHINGTON

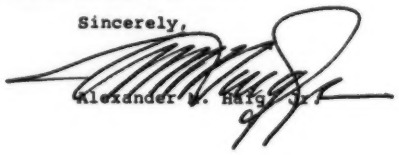
March 26, 1982

Mr. Leamon R. Hunt
Director General
Multinational Force and Observers
6121 Lincolnia Road
Alexandria, Virginia 22312

Dear Mr. Hunt:

This is in reply to your letter of March 26, 1982 which sets forth a number of understandings concerning participation in the MFO. I am pleased to advise you that my government confirms the understandings set forth in your letter.

Sincerely,



Alexander M. Haig, Jr.

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